

# Intervenor's motion to compel Exhibit 1



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**TRANSPORTATION SECURITY ADMINISTRATION**  
**THE DEPARTMENT OF HOMELAND SECURITY**  
**AND**  
**MASSACHUSETTS PORT AUTHORITY**

**REGARDING ACCESS TO AND USAGE OF CCSS IMAGES**

Pursuant to an Other Transaction Agreement (OTA), the Transportation Security Administration, U.S. Department of Homeland Security, ("DHS") has provided funding to the Massachusetts Port Authority ("the Authority") to add additional closed circuit television cameras (CCTVs) on the Authority's Consolidated Camera Surveillance System ("CCSS"), at Logan International Airport ("BOS"), a condition of which is to provide to DHS access to images from those CCTVs. The Authority and DHS have a mutual interest in monitoring certain areas of Boston Logan International Airport (BOS), and have agreed to provide access to and share images from the CCSS. DHS enters into this agreement pursuant to, inter alia, 49 U.S.C. §§ 106(m) and 114(j) and TSA Delegation of Authority No. 400.2. The Authority enters into this agreement pursuant to Chapter 465 of the Massachusetts Acts of 1956, as amended (the "Enabling Act"). DHS and the Authority agree to the following procedures, restrictions, and responsibilities.

**I. DESCRIPTION**

- A. The Authority owns, operates, manages, and maintains its CCSS, which is comprised of CCTVs at various locations in BOS. The CCSS operates on the Authority's Office Automation network. Authorized users may access CCSS by logging into an Authority workstation with a password. Images captured by the CCTVs may be viewed in real-time, and are also stored on CCSS. An image may be transferred to storage mediums (CDs, DVDs, etc.) or printed as a hard copy.
- B. This Memorandum of Agreement ("Agreement") covers the agreements between DHS and the Authority (collectively "the Parties") regarding access and usage of images captured by CCTVs on the CCSS.

**II. AUTHORITY RESPONSIBILITIES**

The Authority will operate, manage, and maintain the CCSS. The Authority will operate the cameras and equipment continuously and store the images appropriately.

1. Maintaining equipment. The Authority will maintain, repair and restore cameras and equipment in accordance with any OTAs or contracts in effect on the date of the signing of this Agreement.



Maintenance and repairs shall be performed in a reasonable fashion and with the same level of effort as other airport security systems. The Authority will promptly notify TSA of any significant service related outages. Should TSA become aware of an unplanned service outage or equipment failure, it should notify the Authority's Operations so that the Authority may resolve the issue.

2. Providing equipment. The Authority will provide TSA with Authority workstations to access CCSS. The workstations will be comprised of a personal computer-based device which will provide authorized users access to view CCTV images, both recorded and in real-time. The Authority will also provide printer supplies necessary to produce hard copies of selected images.
3. Maintaining CCSS. The Authority will maintain the CCSS system and keep the cameras and equipment operating continuously. Images captured on cameras purchased pursuant to the OTA will be stored for a minimum of thirty (30) days. Pending resolution of technical issues, images from all cameras will be kept for a minimum of thirty (30) days as of August 31, 2011.
4. Training and Support. The Authority will provide initial training to TSA personnel regarding accessing CCSS, making copies of images to storage medium when required, and operating aspects of the system. The Authority will provide technical support to authorized TSA users through its information technology telephone help line during business hours and through its Aviation Operations telephone line during non-business hours.
5. Passwords. The Authority will provide authorized TSA users with passwords to access CCSS. Group passwords will be provided for passenger security checkpoints and baggage screening area workstations. Individual passwords will be provided for selected authorized TSA senior management users.

### III. TSA RESPONSIBILITIES

TSA will have access to live and archived images from cameras on the CCSS system, as described in Appendix A, at authorized computer workstations located at passenger security checkpoints and baggage screening areas, the DHS Boston Security Coordination Center, and selected TSA senior management locations at BOS. The access includes all cameras purchased pursuant to the OTA as well as access to images from additional cameras.

1. Use of images. TSA agrees to use the CCSS, and the images captured by that system, only for purposes authorized by law, regulation, or policy.
2. Recording of images. TSA will provide its own storage medium (CDs, DVDs, etc.) if it wishes to retain copies of any CCTV image or series of images. Images will be recorded for official purposes only.
3. Passwords. Authorized TSA users will be provided passwords by the Authority, which shall be properly maintained by the user and changed as required by the Authority. TSA will notify the Authority when a user account needs to be deactivated. A user account will be deactivated



upon the user's termination of employment or if a determination is made that the individual no longer needs to access the images. It is a violation of this Agreement for an individual to use a password of another individual.

4. Camera angles. TSA will be responsible for selecting the field of view for CCTV cameras located at the passenger security checkpoints and baggage screening areas. Where applicable at these locations, TSA may change the field of view of the camera by utilizing their pan, tilt, and zoom functions.
5. Access to additional images. Should TSA wish to have access to images from additional cameras, beyond those described in Appendix A, it will file a written request to do so with the Authority's Corporate Security department. Access to, and images from, all mutually agreeable cameras will be provided to TSA.

#### **IV. DISSEMINATION OF MATERIAL TO THIRD PARTIES**

Images obtained from CCSS cameras may be provided to an authorized law enforcement agency for legitimate law enforcement purposes to the extent consistent with applicable law. Any SSI images that are disseminated will be marked in accordance with 49 CFR Part 1520. Any CD, DVD, or image that is printed by the Parties that contains Sensitive Security Information (SSI) shall be properly marked and controlled as required by 49 CFR Part 1520. All authorized users will complete training on the handling of this information.

The Authority will continue to comply with requests for non-SSI images by law enforcement agencies, by proper subpoena, and in accordance with public records requests pursuant to M.G.L. ch. 4, sec. 7(26) and ch. 6, sec. 10. ); provided that the Authority will not disclose to any third party any images of TSA operations or TSA personnel without written authorization from TSA. The Parties agree that, for purposes of federal FOIA requests, TSA is not in possession of the images captured by the CCTVs to which the Authority is giving it access.

#### **V. INTERAGENCY COMMUNICATIONS**

1. TSA shall direct communications to: Manager, Access Control Systems, Massachusetts Port Authority, at 617-568-3992. A copy shall be provided to the legal department.
2. The Authority shall direct communications to: TSA Program Manager at 617-620-4135.

#### **VI. SEVERABILITY**

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS or the Authority. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

#### **VII. NO PRIVATE RIGHT**

This MOA is an internal agreement between DHS and the Authority. It does not create or confer any right or benefit, substantive or procedural, enforceable by any third party against the Parties, the United States, or the officers, employees, agents, or associated personnel thereof. Nothing in this MOA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

**VIII. FUNDING**

This MOA is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOA. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

**IX. EFFECTIVE DATE**

The terms of this agreement will become effective on the date signed by the Parties.

**X. ENTIRE AGREEMENT**

This MOA constitutes the entire agreement between the parties.

**XI. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement by giving the other party thirty (30) days written notification.

TSA and the Authority concur with the provisions of this Agreement, as indicated by the signatures of their duly-authorized officials.

Massachusetts Port Authority

By: \_\_\_\_\_  
Michael A. Grieco  
Assistant Secretary Treasurer  
Massachusetts Port Authority  
Date: \_\_\_\_\_

Transportation Security Administration,  
Department of Homeland Security

By: \_\_\_\_\_  
George Naccara  
Federal Security Director  
Date: \_\_\_\_\_



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>I. CONTRACT ID CODE</b>	PAGE <b>OF</b> PAGES <b>1</b> <b>1</b>
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>	3. EFFECTIVE DATE <b>XX/XX/XXXX</b>	4. REQUISITION/PURCHASE REQ. NO. <b>2112202CTXXXX</b>	5. PROJECT NO. ( <i>If applicable</i> )	
6. ISSUED BY TSA – Office of Acquisition / TSA - 25 701 South 12 <sup>th</sup> Street Arlington, VA 22202	CODE	7. ADMINISTERED BY ( <i>If other than Item 6</i> )	CODE	
8. NAME AND ADDRESS OF CONTRACTOR ( <i>No. Street, county, State and ZIP, Code</i> ) Massachusetts Port Authority Boston International Airport Attn: Paul Showstead (617) 568-3688 <a href="mailto:PShowstead@massport.com">PShowstead@massport.com</a> One Harborside Drive, Suite 200S East Boston, MA 02128			( <input type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED ( <i>SEE ITEM 11</i> )  X 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HJSTS04-09-H-CT7015</b>  10B. DATED ( <i>SEE ITEM 13</i> ) <b>09/25/2009</b>
CODE	FACILITY CODE			

**II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (*If required*) \$0.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- () A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (*Specify authority*) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
- () B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (*such as changes in paying office, appropriation date, etc.*) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- () C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X** D. OTHER *Specify type of modification and authority*  
**ARTICLE X -- Changes and Modifications**

E. IMPORTANT: Contractor        is not, X is required to sign this document and return 1 copies to the issuing office.

. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings. Including solicitation/contract subject matter where feasible.*)

In accordance with Article X, the purpose of this modification is to extend the term of Agreement in Article IV from June 30, 2012 to September 30, 2014 at no additional cost to the Government. All other terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER ( <i>Type or print</i> )		16A. NAME AND TITLE OF CONTRACTING OFFICER ( <i>Type or print</i> )  Susan Messina Contracting Officer	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105 STANDARD FORM 30 (REV. 10-83)  
Computer Generated Prescribed by GSA  
FAR (48 CFR) 53.243



In accordance with Article X, "Changes and Modifications," of Other Transaction Agreement (OTA) number HISTS04-09-H-CT7015, the purpose of this Modification P00001 to OTA No. HSTS04-09-H-CT7015 is to execute the following:

1. The term of the Agreement's end date is hereby extended from June 30, 2012 to September 30, 2014 and as a result, Article IV, "Effective Date, Term, and Termination," is hereby revised to read as follows:

The Effective Date of this Agreement is the date on which it is signed by appropriate representatives for TSA and the AUTHORITY, and shall be the date of the last signature ("Effective Date").

This Agreement shall be in effect from September 25, 2009 through September 30, 2014.

2. The amount obligated to date against the subject OTA remains unchanged in the amount of \$4,380,989.00. No additional funds are obligated in support of this extension to the Agreement.
3. All other terms and conditions of the OTA remain unchanged and in full force and effect unless otherwise changed by the Contracting Officer.

----- End of P00001 -----



LL-5586(A)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE 06/30/2012	4. REQUISITION/PURCHASE REQ. NO. 2112202CT4034	5. PROJECT NO. (if applicable)	
6. ISSUED BY TSA - Office of Acquisition / TSA - 25 701 South 12 <sup>th</sup> Street Arlington, VA 22202	CODE	7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Massachusetts Port Authority Boston International Airport Attn: Paul Showstead (617) 568-3688 One Harborside Drive, Suite 200S East Boston, MA 02128			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO HSTS04-09-H-CT701S	
			10B. DATED (SEE ITEM 11) 09/25/2009	
CODU	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:				
(a) By completing Items 8 and 14, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By telegram or letter which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
\$0.00				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/> A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A			
<input type="checkbox"/> B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in party office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 41.16(b).			
<input type="checkbox"/> C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF			
<input checked="" type="checkbox"/> D	OTHER (Specify type of modification and authority)			
X ARTICLE X – Changes and Modifications				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including subsections/comma separated material where feasible)				

Please see page 2.

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Massachusetts Port Authority</b> <b>Michael A. Griece, Asst. Secretary-Treas.</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Susan Messina</b> <b>Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR  <i>Michael A. Griece</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/26/12	16B. UNITED STATES OF AMERICA  <i>Susan Messina</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/26/12

HSN 2540-01-152-6010  
PREVIOUS EDITION UNUSABLE10-105 STANDARD FORM 30 (REV 10-83)  
Computer Generated  
Printed by USA  
PAR (41 CFR) 43.243

In accordance with Article X, "Changes and Modifications," of Other Transaction Agreement (OTA) number HSTS04-09-H-CT7015, the purpose of this modification is to execute the following:

1. The term of the Agreement's end date is hereby extended from June 30, 2012 to September 14, 2014 and as a result, Article IV, "Effective Date, Term, and Termination," is hereby revised to read as follows:

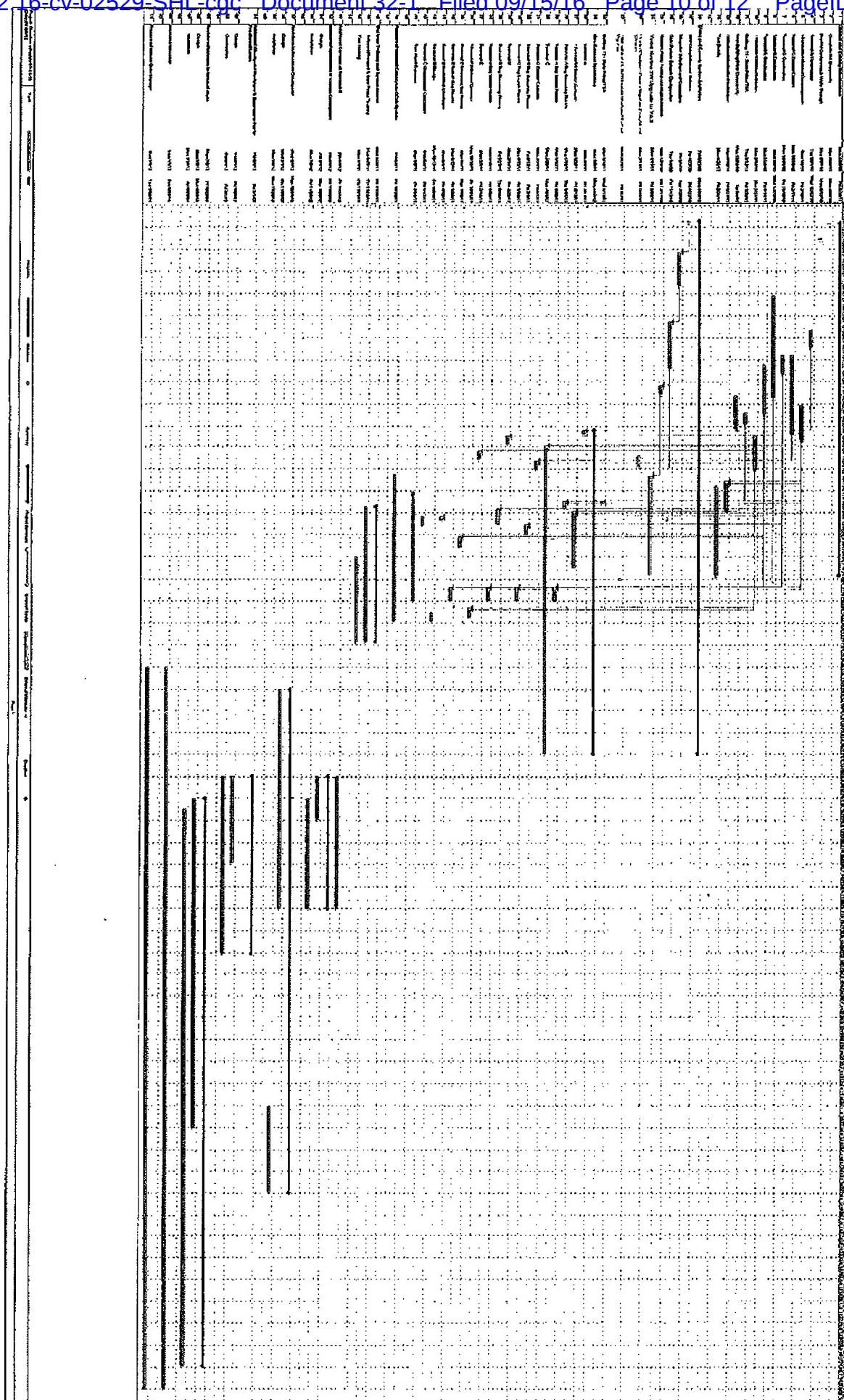
The Effective Date of this Agreement is the date on which it is signed by appropriate representatives for TSA and the AUTHORITY, and shall be the date of the last signature ("Effective Date").

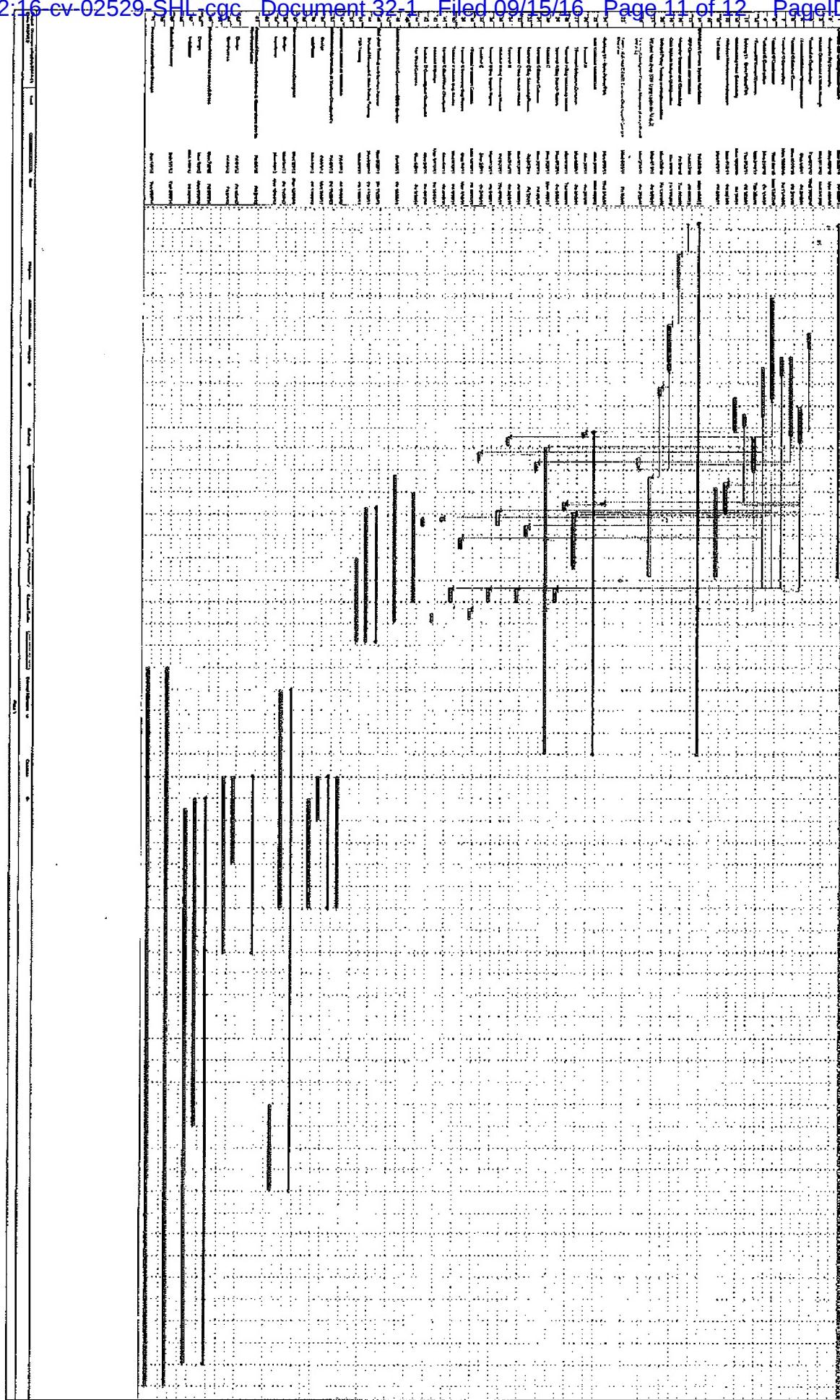
This Agreement shall be in effect from September 25, 2009 through September 14, 2014.

2. The amount obligated to date against the subject OTA remains unchanged in the amount of \$4,380,989.00. No additional funds are obligated in support of this extension to the Agreement.
3. All other terms and conditions of the OTA remain unchanged and in full force and effect unless otherwise changed by the Contracting Officer.

----- End of P00002 -----







## Advanced Surveillance Program (ASP) OTA Modification Request Form

**Directions:** Please fill in the required fields, update POC information (as needed), attach supporting documentation, and submit to your ASP POC, ASP COTR and [OST\\_ASP\\_Video\\_Surveillance@tsa.dhs.gov](mailto:OST_ASP_Video_Surveillance@tsa.dhs.gov).

### Current Project Information (To be completed by ASP POC):

Airport Name/Code: Boston International Airport  
Contract Number: HSTS04-09-H-CT7015

\*Airport POC Information:

Paul Showstead, Airport Program Manager, 617-568-3688,  
[PShowstead@massport.com](mailto:PShowstead@massport.com)

(Name, Title, Phone Number and E-mail Address)

ASP POC Information:

Sarah Yoo, ASP POC, 202-531-5134,  
[Sarah.Yoo@associates.dhs.gov](mailto:Sarah.Yoo@associates.dhs.gov)

(Name, Title, Phone Number and E-mail Address)

**\*Verify for accuracy of information**

OTA End Date (mm/dd/yy): 06/30/12

OTA Amount: \$4,380,989.00

\* Local TSA POC Information:

Roger Blais, Program Analyst, 617-561-8043,  
[roger.blais@dhs.gov](mailto:roger.blais@dhs.gov)

(Name, Title, Phone Number and E-mail Address)

ASP COTR Information:

Lynn Sciascia, ASP COTR, 511-227-1168, [lynn.sciascia@dhs.gov](mailto:lynn.sciascia@dhs.gov)

(Name, Title, Phone Number and E-mail Address)

### Modification Information (To be completed by Airport):

Type:  Time Extension  Scope

OTA End Date Requested: 09/30/14  
(mm/dd/yy)

Justification: (What caused the change? For additional space please provide an attachment.)

Project end date needs to be extended to cover the time of extended warranty, changes to check points due to introduction of pre-screening lanes, revisions and expansion of some check points due to airline relocations, to fill in gaps in coverage and to add additional storage for expanded system.

Project Milestones: (Alternative: Attach revised project schedule) (mm/dd/yy)

See attached.

Milestones reported should be gathered from sources such as: all efforts leading to contract award, all vendor development and construction schedules, all system test and evaluation schedules, etc.

Attachment: If the scope is changing, please attach description of change in project scope (e.g. Statement of Work).

